

# REQUEST FOR PROPOSAL



## THE STATE BAR OF CALIFORNIA

This document is a Request for Proposal ("RFP") for printing and mailing services in connection with decorative wall certificates

Please submit five (5) copies of your proposal in a sealed envelope no later than 5 p.m. on May 13, 2005. All responses to the RFP shall be submitted to:

The Office of Admissions  
The State Bar of California  
180 Howard Street  
San Francisco, CA 94105-1639

Attn: Gayle Murphy  
415-538-2322  
Gayle.Murphy@calbar.ca.gov

### I. INTRODUCTION

The State Bar of California ("the State Bar"), created in 1927 by the Legislature and adopted into the California Constitution, is a public corporation within the judicial branch of state government. In accordance with statute and the State Bar's procurement policies, contracts of \$50,000 or more are subject to formal competitive bidding. As a governmental agency, the State Bar is regularly granted favorable governmental pricing and contract terms.

The State Bar's Office of Admissions develops and administers the California Bar exam and certifies successful applicants for admission to the California Supreme Court. The State Bar is seeking proposals for a three-year contract for printing and mailing decorative wall certificates of admission to practice law in California. Historically, approximately 5000 certificates have been ordered each year.

Contact with State Bar personnel in connection with this RFP may not be made other than as specified in this RFP. Unauthorized contact of any State Bar personnel may be cause for rejection of a bid.

## II. GENERAL INFORMATION

### A. Submission Requirements

The submission requirements for the RFP are detailed below. The submission of a RFP shall constitute an irrevocable offer for forty-five (45) business days following the deadline for its submission. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified. As the State Bar may award a contract based on the initial offer, a proposer should make its initial offer on the most favorable terms available.

To be considered responsive, a proposal must contain all of the following:

1. A brief description of the history and organization of the proposer's firm, and of any proposed subcontractor.
2. Copies of business licenses, professional certifications or other credentials, together with evidence that proposer, if a corporation, is in good standing and qualified to conduct business in California.
3. The most recent annual report, or comparable document, including detailed current profit and loss, assets and liabilities, and other relevant financial data.
4. Two (2) samples of similar certificates produced by the proposer in the most recent six (6) months, including at least one in Script font.
5. At least four (4) references from organizations that have used proposer's services for similar projects in the past twelve (12) months.
6. A written proposal describing the plan for accomplishing the required work, including timelines and deadlines for producing and mailing the certificates.
7. Cost and compensation proposals should address the following:
  - a. A firm bid on a per-certificate basis, for a three-year contract, which includes all costs related to the **printing and mailing** of the certificates, including any set-up cost.
  - b. Any additional costs related to the printing of certificates with the signature of a prior Clerk of the Supreme Court .

- c. If the proposer plans to offer new admittees an opportunity to buy frames for the certificates, the amount, if any, of a rebate to the State Bar for every frame sold.

## **B. Rejection of Proposals**

**The State Bar reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever.** All proposals will be reviewed for completeness of the submission requirements. If a proposal fails to meet a material requirement of the RFP, or if it is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a proposal is not in substantial accord with RFP requirements.

Immaterial deviations may cause a bid to be rejected. The State Bar may or may not waive an immaterial deviation or defect in a proposal. The State Bar's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a proposer from full compliance with the RFP requirements.

Any proposal may be rejected where it is determined to be not really competitive, or where the cost is not reasonable.

Proposals that contain false or misleading statements may be rejected if, in the State Bar's opinion, the information was intended to mislead the State Bar regarding a requirement of the RFP.

## **C. Evaluation Process and Highest Scored Proposer**

An evaluation team will review in detail all proposals that are received to determine the Highest Scored Proposer ("HSP").

The State Bar reserves the right to determine the suitability of proposals on the basis of a proposal's meeting administrative requirements, technical requirements, the review team's assessment of the quality and performance of the equipment and services proposed, and cost.

During the evaluation process, the State Bar may require a proposer's representative to answer questions with regard to the proposal and/or require certain proposers to make a formal presentation to the evaluation team and/or the State Bar Senior Executive Team. Failure of a proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

The following criteria will be used in reviewing and comparing the proposals and in determining the HSP. The weight to be assigned to each criterion appears following each item.

1. Responsiveness of the proposal to original specifications set forth in the RFP, including agreement with the State Bar's contracting requirements (30%);
2. The technical ability, capacity, and flexibility of the proposer to perform the contract, as verified by, *e.g.*, the quality of samples, client references, demonstrated success in projects with similar requirements and any other contracts with the State Bar (30%);
3. The financial viability of the proposer as evidenced by standard financial reports and by related factors such as its business plan, market position, and strategic partnerships (10 %);
4. The total net cost of the proposal. Costs will be evaluated only if a proposal is determined to be otherwise qualified (30%).

#### **D. Award and Execution of Contract**

Subject to the State Bar's right to reject any or all proposals, the HSP will be awarded the contract. Notice will be posted at the State Bar's offices at 180 Howard Street, San Francisco, CA and written notice sent to proposers on or about June 3, 2005 of the Bar's intention to award the contract to the HSP. It is anticipated that final selection of the HSP will be made by June 10, 2005. The evaluation team will select a winning proposal subject to approvals granted by the Board of Governors. Upon selection, the State Bar and the selected proposer will enter into good faith negotiations on a contract containing, without limitation, the Statement of Work and Contracting Requirements sections below.

No contract or agreement, express or implied, shall exist or be binding on the State Bar before the execution of a written contract by both parties. If agreement on the terms of such a contract cannot be reached after a period deemed reasonable by the State Bar in its sole discretion, the State Bar may enter into negotiations and sign a contract with any other proposer who submitted timely, responsive and responsible proposals to this RFP.

If, after the State Bar and the HSP agree to terms and execute a contract, that contract is terminated for any reason, the State Bar may, in its sole discretion, either enter into negotiations with the next highest scored proposer, or issue a new RFP and begin the proposal process anew.

Questions regarding the State Bar's award of any business on the basis of proposals submitted in response to the RFP, or on any other matter in connection with the selection process, should be addressed in writing to Gayle Murphy, using the contact information above.

Where written notice is required in this RFP, the notice must be sent by U.S. mail **and** either facsimile or e-mail.

#### **E. Errors in the RFP**

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer should immediately provide the State Bar with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, the State Bar may modify the document prior to the date fixed for submission of proposals by issuing an addendum to all potential proposers to whom the RFP was sent.

If prior to the date fixed for submissions, a proposer knows of or should have known of an error in the RFP but fails to notify the State Bar of the error, the proposer shall bid at its own risk, and if, awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

#### **F. Questions Regarding the RFP**

Questions regarding the RFP may be addressed in writing to Gayle Murphy, using the contact information above. All questions must be submitted not later than fifteen (15) days prior to the date for submission of proposals. Questions and answers regarding the RFP may be shared with all proposers.

If a question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the proposer may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the proposer must submit a statement explaining why the question is sensitive. If the State Bar concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the State Bar does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the proposer will be notified.

A proposer who believes that one or more of the RFP's requirements is onerous or unfair, or unnecessarily precludes less costly or alternative solutions, may submit a written request that the RFP be changed. The request must set forth the recommended change

and reason for proposing the change. Any such request must be received by the State Bar no later than five (5) days before the deadline for submitting proposals.

#### **G. Addenda**

The State Bar may modify the RFP prior to the date fixed for submission by mailing, e-mailing or faxing an addendum to the proposers to whom the RFP was sent. If any proposer determines that an addendum unnecessarily restricts its ability to bid, it must notify the State Bar in writing no later than three (3) days following the receipt of the addendum.

#### **H. Withdrawal and Resubmission/Modification of Proposals**

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying the State Bar in writing of its withdrawal. The notice must be signed by the proposer. The proposer may thereafter submit a new or modified proposal, provided that it is received at the State Bar no later than the deadline.

Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed after the evaluation process begins.

#### **I. Protest Procedure**

A proposer may protest the award if it meets all the following conditions:

1. The proposer has submitted a proposal that it believes is or should have been the HSP, under the criteria set forth above;
2. The proposer believes that its proposal meets the State Bar's administrative and technical requirements, proposes services of proven quality and performance, and offers a competitive cost to the State Bar; and
3. The proposer believes that the State Bar has incorrectly selected another proposer.

A proposer qualified to protest should contact **Bill Brauer, Procurement Officer, 415-538-2543, [Bill.Brauer@calbar.ca.gov](mailto:Bill.Brauer@calbar.ca.gov)** to attempt an informal resolution. If a proposer is unable to resolve the protest at this level, the proposer must file a written protest within five (5) days of the notice of intention to award contract. The written protest must state the facts surrounding the issue and the reasons the proposer believes the award to be invalid. The protest must be sent by certified or registered mail or delivered personally to:

**The State Bar of California  
180 Howard Street  
San Francisco, CA 94105-1639**

**Attention: Peggy Van Horn, Chief Financial Officer**

Protests will be reviewed and decided by the State Bar's Award Protest Team within thirty (30) days after the State Bar issues written acknowledgment of the protest. In the event that a protest is filed, the contract award will be postponed pending resolution of the protest.

**J. News Releases**

News releases pertaining to the award of a contract may not be made without the prior written approval of the State Bar.

**K. Disposition of Materials**

All materials submitted in response to a RFP will become the property of the State Bar of California and will be returned only at the State Bar's option and at the expense of the proposer. One copy of each proposal will be retained for official files and become a public record. Specific limited pages of a proposal, not including proposed cost and compensation, may be marked as proprietary and confidential. The proposer's consent will be requested before release of such pages to non-State Bar personnel. By submitting a proposal, a proposer agrees to these terms and waives any right to pursue a cause of action for damages incurred as a result of the release of any information contained in a proposal.

**III. STATEMENT OF WORK**

- A.** The State Bar is seeking proposals for the **printing and mailing** of approximately 5000 individual decorative wall certificates of admission to practice law in the State of California, on an annual basis. A majority of the certificates will be needed in January and June. However, an additional number of individual certificates, including certificates with different signatures, may also be needed throughout the year. (A sample certificate is attached to this RFP as Exhibit 1.) The HSP selected for this project shall abide by the specifications listed below and provide accurate individualized wall certificates in a timely manner.
- B.** The State Bar will provide a list of the individual names on a diskette and in a hard copy format.

- C.** The total time for processing the individual certificates (from the date the list of names is received to the date the certificate is mailed) should be no more than two or three weeks.

**D. Certificates**

- 11"x14" on Olympic Cream parchment paper
- Gold embossed Seal of the Supreme Court of California
- Admission language in black ink and Script font
- Name and Admission date lithographically printed in black ink and Old English font
- Bearing the signature of the Clerk of the Supreme Court (holding the office/position on the date of admission).

**E. Mailing**

- Peel and Seal Mailers, 12 3/4" x 15"
- The State Bar return address printed on mailer
- Certificates mailed by First Class mail

#### **IV. CONTRACTING REQUIREMENTS**

Upon selection of a vendor, the terms set forth in this RFP are to be embodied in a definitive agreement containing such additional covenants and other provisions as may be mutually acceptable. If appropriate, the State Bar's first choice is to incorporate the master purchasing terms and conditions applicable to the State of California to the State Bar's agreement with the Vendor. Submission of a proposal shall constitute agreement to contract on these terms, except for any term specifically reserved in the proposal for future negotiation.

The State Bar contemplates that, in addition to the terms described above in this RFP, the final agreement between the State Bar and the selected vendor will include, without limitation, the following terms:

**A. Time of Essence**

Time is of the essence with respect to Vendor's performance of the services and equipment to be provided in the final agreement.

**B. Warranties and Representations**

Vendor will warrant and represent that it possesses such expertise, experience and resources to perform the scope of services required in a diligent, timely and professional



manner consistent with the highest standards of the industry. Vendor will warrant that all services provided will be in conformance with the specifications provided by the State Bar and according to the following standards: legible, uniform ink coverage on each finished certificate, accurate insertions of names and admissions dates provided by the State Bar. Vendor will provide a contact person available and authorized to remedy any non-conformity with this warranty.

**C. Equipment, Tools, Supplies**

The Vendor will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required. The Vendor is not required to purchase, rent or hire any equipment, tools, supplies, offices, transportation, personnel, insurance or instrumentalities from the State Bar. The State Bar has no obligation whatsoever to provide any equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services or insurance required to perform services under the agreement.

**D. Indemnity Obligations of Vendor**

To the fullest extent permitted by law, the Vendor will agree to protect, indemnify, defend and hold the State Bar and the State Bar's Board of Governors, officers, employees, agents and representatives and each of their successors and assigns (the "Indemnitees") entirely harmless from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of the Agreement, (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by Vendor, the Vendor's employees, subcontractors, agents, representatives or assigns (collectively, the "Vendor's Agents") in the performance or non-performance of the professional services required to be performed by the Vendor under the Agreement; or (c) the State Bar's enforcement of its rights under this indemnity provision.

In the event both the State Bar and Vendor are named as defendants in the same civil action, and the State Bar determines that a conflict of interest exists between the parties, Vendor will agree to provide, at its own cost, independent counsel for the State Bar. The State Bar may, at its option, designate its Office of General Counsel as equal participating counsel in any litigation wherein the Vendor defends the State Bar.

The Vendor will agree that its obligations under this indemnity will survive the expiration and termination of this agreement.

#### **E. Insurance Obligations of Vendor**

The Vendor will provide and keep in full force and effect during the term of this agreement, at the Vendor's own cost and expense, the following insurance policies for the joint benefit of the Vendor and the State Bar, with an insurer reasonably acceptable to the State Bar:

1. **Commercial general liability** insurance with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars (\$2,000,000.00); at least One Million Dollars (\$1,000,000.00) personal and advertising injury limit; at least One Million Dollars (\$1,000,000.00) premises and operations limit; at least One Million Dollars (\$1,000,000.00) each occurrence limit;
2. **Workers' compensation** insurance coverage as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence.
3. **Printer Errors and Omissions** insurance coverage with a general aggregate limit of at least One Million Dollars (\$1,000,000.00).

The Vendor will deliver to the State Bar offices at 180 Howard Street, San Francisco, CA 94105 Attn: Bill Brauer, Procurement Officer true and correct copies of certificates of such insurance within seven (7) days of the execution of this agreement. Each such certificate will name the State Bar as an additional insured and will state that the Vendor's policy shall be primary and that any insurance carried by the State Bar shall be non-contributing with respect thereto. Each such policy will provide for thirty (30) days prior written notice to the State Bar in the event of cancellation or reduction in coverage or amount.

If the Vendor fails to secure and maintain insurance policies complying with the provisions of this agreement, the State Bar may purchase the appropriate insurance policies and the Vendor will pay upon demand the cost of it to the State Bar or the State Bar may terminate this agreement. In addition to the insurance required to be obtained and maintained by the Vendor, if the Vendor assigns any portion of the duties under this agreement in accordance with the terms, hereof, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder.

#### **F. Termination**

1. **At Will.** This agreement may be terminated by the State Bar, in its sole discretion, on fourteen (14) days written notice to Vendor. In the event of termination pursuant to this section, Vendor's sole compensation shall be

for that portion of services performed or goods delivered to the date of termination, together with reimbursable expenses, if any then due. Vendor shall not be paid for any services, goods or reimbursable expenses associated with any work or service not specifically authorized by the State Bar.

2. **Authorization of Funds.** If the term of this agreement extends into fiscal year(s) subsequent to that in which it is signed, it is understood that the continuation of this contract is subject to the authorization of sufficient funding for such purpose by the California State Legislature. If sufficient funds are not so authorized, the parties mutually agree that the contract may be terminated or amended as appropriate in response to the reduction in funding. If the agreement is terminated, Contractor agrees to take back any affected equipment, products, software, or hardware furnished under this contract, and relieve the State Bar of any further obligation, except for the State Bar's obligation to pay for services already performed pursuant to this agreement.
3. **Default by Vendor.** The agreement may be terminated by the State Bar upon thirty (30) days written notice to the Vendor in the event Vendor is in default under any of its provisions. In the event the agreement is terminated due to the default of the Vendor, the Vendor will not be entitled to receive any compensation for services performed or for any reimbursable expenses incurred, and the State Bar will have the right to have the services completed by other parties. Vendor will also reimburse the State Bar for the actual costs to complete the services in excess of the balance of the fee and reimbursable expenses, if any, provided for in this agreement. Any such act by the State Bar will not be deemed a waiver of any other right or remedy of the State Bar, including, without limitation, the State Bar's right to consequential damages caused directly or indirectly by the Vendor's default.
4. **Automatic Termination.** This agreement will automatically terminate on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale of the business of either party; (c) failure to comply with federal, state or local laws, regulations or requirements, or (d) expiration of the agreement.

#### **G. Ownership of Documents**

All work product and instruments of the specifications ("work product") and all rights thereto in the nature of copyright, trademark, patent and rights to ideas will be assigned to, and will become the property of the State Bar whether or not the work is completed.

In the event of termination of this agreement, or abandonment or suspension of work performed hereunder, all work product and all such rights thereto existing as of the date of such termination, suspension or abandonment will be assigned to, and will become the property of the State Bar as of such date. The term “work product” shall include, without limitation, any and all versions of any and all drawings, plans, graphs, photographs, slides, studies, schedules, budgets, estimates, layouts, and legislative bills or other work product and any services which have been or will be prepared or rendered by the Vendor, or under the Vendor's direction, pursuant to this agreement. The Vendor will covenant, warrant and represent to the State Bar that the Vendor has the right to assign the copyright and the work product. The Vendor will refrain from disclosing any and all versions of plans to any third party without first obtaining the written consent of the State Bar. The Vendor will not use or permit a third party to use any of the work product in connection with this project or any other project without the written consent of the State Bar. The Vendor will agree to deliver to the State Bar within five (5) days of a written request, all or any portion of the work product set forth in the State Bar's request.

#### **H. Confidentiality and Publicity**

The Vendor will retain all confidential information provided by the State Bar, including but not limited to the lists of names provided by the State Bar, in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under this agreement without the prior written consent of the State Bar. The State Bar retains the right to enjoin any unauthorized disclosure in an appropriate court of law. The Vendor will not issue any public announcements concerning the State Bar without the prior written consent of the State Bar.

#### **I. Compliance with Laws/Nondiscrimination**

1. **Nondiscrimination.** The Vendor will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex or sexual orientation. The Vendor will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and applicable regulations promulgated there under (California Administrative Code, Title 2, section 7285.0 et seq.). The Vendor will include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.
2. **Compliance with Laws.** Vendor will agree to comply with all applicable laws, ordinances and regulations adopted or established by federal, state or local governmental bodies or agencies as they may apply to the provision of services under the agreement.

## **J. Assignment/Subcontracting**

- 1. Assignment.** The Vendor will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of the State Bar, which consent may be granted or withheld in the sole and absolute discretion of the State Bar. The parties acknowledge that the State Bar's obligations under this agreement primarily concern the financial ability to carry through the terms of payment. Therefore, the State Bar may assign or transfer part or all of its interest in this agreement, provided that such assignment shall not become effective, and the State Bar will not be released from its obligations under this agreement, until such time as the State Bar or the State Bar's assignee makes payment to the Vendor of all fees and payments then due and payable to the Vendor.
- 2. Subcontracting.** The Vendor may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, subject to the approval of the State Bar.

The Vendor will clearly describe the reason for using any subcontractors, the specific role each subcontractor will play in the project, and the relationship between the Vendor and its subcontractor to be maintained during the term of this agreement. Any such proposed subcontract shall be subject to the written approval of the State Bar prior to award of such subcontract by the Vendor. No subcontract will be approved unless the Vendor provides a written guarantee that the Vendor's firm will be contractually obligated to assume all project responsibilities and the insurance requirements set forth above.

## **K. General Provisions**

- 1. Force Majeure.** Neither party will be deemed in default of this agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, (1) acts of God or public enemy, (2) acts of the government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) embargoes, (9) earthquakes, and (10) unusually severe weather.

2. **Governing Law.** This agreement will be governed by the laws of the State of California without giving effect to its principles of conflict of laws.
3. **Attorneys' Fees.** In the event either party institutes any action or proceeding against the other party relating to this agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit shall be entitled to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this agreement into any judgment.
4. **Arbitration** Any question, claim or dispute arising out of or in connection with this agreement in excess of Five Thousand Dollars (\$5,000.00) shall be referred to binding arbitration, except with respect to disputes regarding breaches of confidentiality. Such arbitration shall take place before a single arbitrator in the City and County of San Francisco, and shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. The arbitrator shall apply legal principles in accordance with California law, without regard to its conflict of laws principles, unless the alleged claim or dispute is otherwise pre-empted by federal law. By agreeing to this arbitration clause, neither party waives applicable defenses or immunities available to it under California law. Any arbitration demand made under this clause must be made no later than one (1) year from the expiration or termination of this agreement. The cost of the arbitration shall be borne equally by the parties, each party to pay its own fees and costs. Disputes of Five Thousand Dollars (\$5,000) or less shall be handled in Small Claims Court in the City and County of San Francisco.
5. **License.** In those instances where required, the Vendor represents and warrants that the Vendor holds a license, permit or special license to perform the services pursuant to this agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license and shall keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while the Vendor is performing the services pursuant to this agreement.